

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/16/04

Division: Management Services

Bulk Item: Yes x No

Department: Technical Services

AGENDA ITEM WORDING: Approval of Contract with BellSouth for a Master Service Agreement. This will be the main service agreement-BBMA Agreement No.FL03-F871-00.

BACKGROUND: This new Contract will be the reference agreement that contains the wording agreed upon by BellSouth and County Attorney. All contracts for individual services will reference this main agreement.

PREVIOUS RELEVANT BOCC ACTION: This contract corrects audit findings concerning Master Service Agreement. All costs are billed against separate individual agreements.

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS: Approval

TOTAL COST:0 **BUDGETED:** Yes

COST TO COUNTY:0

SOURCE OF FUNDS :

REVENUE PRODUCING: Yes No x **AMOUNT PER MONTH:** \$ 0

APPROVED BY: County Att. [Signature] OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

[Signature: Sheila A. Barker]
(Sheila Barker)

DOCUMENTATION: Included ✓ To Follow Not Required

DISPOSITION:

AGENDA ITEM # C11

CONTRACT SUMMARY			
Contract with:	<u>BellSouth</u>	Contract #	<u> </u>
		Effective Date:	<u>6/16/04</u>
		Expiration Date:	<u> </u>
Contract Purpose/Description:			
<u>Approval of contract with BellSouth for Master Service Agreement BBMA Agreement</u>			
<u>No. FL03-F871-00</u>			
Contract Manager:	<u>Lisa Druckemiller</u>	<u>5100</u>	<u>Technical Services/ 5B</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on	<u>6/16/04</u>	Agenda Deadline: <u>6/01/04</u>	

CONTRACT COSTS	
Total Dollar Value of Contract: \$	<u>0</u> Current Year Portion: \$ <u>\$0</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: _____
Grant: \$ _____	_____
County Match: \$ _____	_____

ADDITIONAL COSTS	
Estimated Ongoing Costs: \$ <u>0</u> /yr	For: <u>Suncom Services</u>
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A. Barker</u>	<u>7/27/04</u>
Risk Management	<u>5/27/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Jones</u>	<u>5/27/04</u>
^{04/01} O.M.B./Purchasing	<u>5/27/04</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Sheila A. Barker</u>	<u>6/2/04</u>
County Attorney	<u>5/28/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>5/28/04</u>
Comments: _____				

BELLSOUTH BUSINESSSM MASTER AGREEMENT

1. This BellSouth BusinessSM Master Agreement ("Master Agreement") is made by BellSouth Business Systems, Inc. ("BBS") on behalf of the BellSouth Companies¹ ("BellSouth"), and Monroe County ("Customer") and will govern all Orders for Equipment and/or Services, with the exception of Regulated Services which shall be governed by the terms of this Master Agreement and the Regulated Services Attachment.
2. **BellSouth Company Obligations** - The Parties agree that each BellSouth Company is responsible only for the provision of those Services and Equipment provided by that BellSouth Company under the terms and conditions specifically identified in this Agreement and in the Order or Attachments (and any supplements thereto) applicable to such BellSouth Company, that the duties and responsibilities of each BellSouth Company are several, and that the Order or Attachment under which a BellSouth Company provides Equipment and Services is not affected by the terms and conditions contained in any other Order or Attachment to this Agreement.
3. **Term of Agreement** - The term of this Agreement commences on the date on which the Agreement is executed by BBS on behalf of the BellSouth Companies ("Effective Date"). The term for any Service or product are set forth in the applicable Order or Attachment. If no term is specified in such Order or Attachment, Services will be provided on a month-to-month basis at the then prevailing month-to-month rates for Services until either Party gives the other at least thirty (30) days written notice of termination of Services.
4. **Definitions** -
 - 4.1 "Data Equipment and Data Services" - the Equipment (including without limitation hubs, routers and remote access devices) that provides connectivity for local area data and/or VOIP networks or to implement wide area networking; and the Services (including without limitation the assessment, design, configuration, staging, implementation, project management, monitoring and maintenance of such networks) provided by BellSouth under this Agreement as listed in an Order.
 - 4.2 "Equipment" - all communications and information systems products purchased from or serviced by BellSouth under an Order, including Data Equipment unless otherwise noted. Equipment also includes Software, as further defined below.
 - 4.3 "Implementation" - (a) for Equipment installed by BellSouth, the date the Equipment has been installed and is operating substantially in accordance with the manufacturer's specifications, or (b) for all other Equipment, upon delivery.
 - 4.4 "Major Failure" - the failure of Equipment that substantially interferes with the normal conduct of Customer's business.
 - 4.5 "Minor Failure" - any failure of Equipment other than a Major Failure.
 - 4.6 "Order" - any request for Equipment and/or Services placed by Customer pursuant to this Agreement or an Attachment and accepted by BellSouth.
 - 4.7 "Regulated Services" - regulated telecommunications services.
 - 4.8 "Services" - work performed by BellSouth pursuant to this Agreement, including but not limited to the following: (a) Warranty and Maintenance Services, (b) Installation Services, (c) Electrical Damage Repair Service, (d) Data Services, (e) various forms of dial-up and/or dedicated Internet protocol routing, (f) terminal server services, (g) Internet access, (h) gateway, (i) network consulting, design, monitoring, management and maintenance, (j) web site design, (k) development and hosting, (l) managed equipment services, (m) managed network and security services, (n) e-business Center services, (o) Regulated Services, and (p) other communications-related services.
 - 4.9 "Software" - any set of one or more computer programs which is composed of routines, subroutines, concepts, processes, algorithms, formulas, ideas, or know-how severally owned by or licensed to BellSouth and/or any one or more of its suppliers. The term Software shall also include any corrections, patches, updates, or revisions to Software originally provided.
5. **Prices And Payment** -
 - 5.1 Prices, fees, charges, or rates will be as set forth in the Order, Statement of Work, or in BellSouth Company rate schedules or pricing guides in effect from time to time, copies of which shall be provided to Customer. For Regulated Services, the prices, charges and rates shall be as set forth in the Regulated Services Attachment and all documents attached thereto. Except as provided below, Customer will be invoiced monthly for all Services with the exception of Regulated Services. If Customer is not in Default, Customer may request in writing changes to Customer's configurations of Services hereunder at prevailing market rates, which may result in an adjustment to the total price or schedule or other terms of the existing Order, or an application of a reasonable restock charge for any deleted items.
 - 5.2. If any payment due hereunder is not made by the due date, any late payment/interest charges will be computed in at one and one-half percent (1 1/2%) per month, or the highest amount permitted by law, whichever is less. Late payment charges for Regulated Services will be charged in accordance with the applicable tariff or Contract Service Arrangement ("CSA"). In the event of a good faith dispute between Customer and BellSouth as to the correctness of items appearing on BellSouth's invoice to Customer, Customer may withhold payment of the disputed items only.
6. **Taxes** - Unless otherwise provided in an Attachment, all charges are exclusive of applicable federal, state or local taxes, and fees. BellSouth may invoice and Customer agrees to pay to BellSouth amounts equal to any taxes resulting from this Agreement or any activities hereunder, including any and all sales and use taxes, duties, or levies imposed by any authority, government, or government agency, exclusive of taxes on BellSouth's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on Equipment on or after delivery to the installation site.

¹ BellSouth Business is a service mark of BellSouth Intellectual Property Corporation

² BellSouth BSE, Inc., BellSouth Communication Systems, LLC, BellSouth Long Distance, Inc., BellSouth MNS, Inc., BellSouth Telecommunications, Inc.

7. Customer Responsibilities –

7.1 As between Customer and BellSouth, Customer is responsible for (a) assuring that its authorized users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the Services or Equipment through user names, passwords, or other identifiers assigned to Customer pursuant to these terms; (b) providing any equipment and software that may be necessary for the use of the Services by Customer (in addition to any Equipment and Software that may be placed at Customer's location(s) or otherwise provided or used by BellSouth for its provision of the Services); (c) timely payment of all charges for usage of the Services applicable to its account whether or not by authorized users or for authorized purposes; and (d) performing its other obligations under these terms. Customer shall not use the Services or Equipment in any way that would be or would assist any third party to be in violation of any law, these terms, or any Acceptable Use Policy applicable to the Services or Equipment. Customer shall not transmit or publish on or over the Services or Equipment any information, software, or other content that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services or Equipment to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Customer shall comply with all applicable laws, rules, and regulations in connection with the Services and Equipment.

7.2 Customer shall provide, at no cost to BellSouth, and during BellSouth's regular business hours, timely access to Customer locations, appropriate workspace, facilities, information and staff resources, clerical support (e.g. all relevant Customer specific graphics or information), data reproduction services, and other services at Customer's location as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of Services or Equipment to Customer. If pre-scheduling is required for BellSouth personnel to perform on-site Services, Customer will inform the BellSouth Project Manager prior to the scheduled performance date. Should any such Customer requirements not be provided promptly, Customer is responsible for any resulting delays, redispach charges, or added costs. The accuracy of Customer-provided information is solely Customer's responsibility. Customer shall provide a safe on-site working environment free of asbestos or hazardous materials or conditions, and all required AC electrical power and communications receptacles at the locations needed for the Equipment and Services supplied. The installation location must meet all manufacturer environmental specification requirements. Customer is responsible for providing any special lifts, ladders, borings, or other items required as a result of non-standard Customer site conditions.

8. Other Services and Software.

The Services may include dedicated or dial-up Internet Protocol connectivity to BellSouth's local Internet networks and to the global Internet, as well as access or connectivity to any of the information sources or services that may be provided by BellSouth or be available from other service providers participating in, connected to or accessible through BellSouth's Services or the global Internet but which are not part of the Services being purchased hereunder. Separate charges may be applicable to some of these additional services and may appear on Customer's bill from BellSouth, or they may be billed to Customer separately by the providers of such services. A third party Global Service Provider (GSP) provides a roaming capability in conjunction with dial-up BellSouth Business Internet Services that allows users (subject to any applicable roaming surcharge) to dial the local numbers of GSP-provided POPs to reach the BellSouth Business Internet Service while outside of the BellSouth Business Internet service areas. If Customer or its users elect to use such GSP local access (or Customer purchases a service plan which has such GSP local access included in the price), Customer will be charged by the GSP and may see a separate charge for such service on its bill. Such GSP local access service is provided by the GSP on the GSP's terms and conditions and at the prices or surcharges set forth in the applicable Customer's Order. Use by Customer and any individual authorized users of Customer of BellSouth's other services and any browser or other Software provided by BellSouth shall be subject to BellSouth's standard terms and conditions for such services as well as the applicable software license terms that are provided with such Software.

9. Equipment

9.1 Equipment Orders - Customer may place Orders for Equipment and/or Services pursuant to this Agreement by: (a) BellSouth order form, (b) telephone order to BellSouth for non-engineered move, add, or change work, or Services, in either case not to exceed ten thousand dollars (\$10,000), (c) Customer purchase order or letter of purchase request; or (d) facsimile or electronic transmission, for the purposes of which Customer agrees that (i) BellSouth and any third-party lender or lessor may rely upon any facsimile copy, electronic data transmission or electronic data storage of the Agreement or any Order, and (ii) such facsimile copy, electronic data transmission or electronic data storage will be deemed an original and the best evidence thereof for all purposes, including, without limitation, all evidentiary purposes before any arbitrator, court or other adjudicatory authority. Each Order, if confirmed or accepted by BellSouth, shall constitute a separate purchase and, except for any provisions which are specifically excluded or modified in the Order, each Order shall automatically incorporate all the terms and conditions of this Agreement, and any and all standard (such as preprinted or computer generated) terms and conditions on any Customer purchase order forms or other Customer documents shall be deemed deleted. If Customer desires BellSouth invoices to reference Customer's purchase order or other number for convenience, Customer may include such number in each Order. Each Order shall also include any mutually agreed Statements of Work.

9.2 Unless otherwise stated in the applicable Order, Customer's payment for Equipment and related Equipment Services is invoiced and due as follows: (a) Maintenance Service - monthly upon receipt of a proper invoice, (b) Equipment or other Orders - 20% of the Total Equipment Price with Order, 50% at Equipment delivery and 30% at Implementation, (c) Installation Services - 100% upon the completion of the Installation Services. Expedited Equipment Orders may involve additional charges.

9.3 Data Equipment components shall be invoiced and payable upon shipment of Equipment by the manufacturer. Data Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer's individual site locations. Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Other Services will be invoiced monthly for usage of Services unless otherwise provided in the Order. Customer shall pay the amounts agreed to and invoiced by BellSouth by the due date stated on the invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on the Order.

9.4 Risk of Loss or Damage for Equipment - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery to the installation site, except loss or damage caused by BellSouth.

9.5 Security Interest in Equipment - Customer grants BellSouth a purchase money security interest in each item of Equipment. Customer agrees to execute any documents reasonably requested by BellSouth to protect and/or perfect BellSouth's security interest.

9.6 Limited Warranties - (a) BellSouth warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, except for Data Equipment or as otherwise provided herein or in an Order, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 9.13 and is used according to standard operating instructions issued by the manufacturer or BellSouth. Unless otherwise stated in the Order, the warranty period for Equipment installed by BellSouth is twelve (12) months from Implementation. CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO WARRANTY WHATSOEVER FROM BELLSOUTH. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). BELLSOUTH OFFERS NO MAINTENANCE SERVICE OR WARRANTY FOR THESE PRODUCTS. The warranty period will not be enlarged by BellSouth's repair or replacement thereof.

(b) Data Equipment and Data Services Warranty Disclaimer - BELLSOUTH DOES NOT IMPLY OR EXPRESS ANY BELLSOUTH WARRANTY WHATSOEVER FOR DATA EQUIPMENT OR SERVICES PROVIDED. Customer's sole warranty is from the manufacturer. If Data Maintenance Service is not listed on an Order, any warranty claims that may arise are solely the responsibility of Customer to pursue with the manufacturer.

(c) All warranties extend only to the original purchaser of the Equipment, identified as "Customer," and do not extend to any subsequent purchaser, transferee, user, or assignee of the Equipment, unless prior written consent is obtained from BellSouth for the extension of the warranties to such purchaser, user, or assignee.

9.7 Warranty Service for Equipment - (a) Full Warranty Service ("FWS"): BellSouth agrees to provide, except for Data Equipment or as otherwise set forth herein or in an Order, Warranty Service to keep the Equipment in, or to restore the Equipment to, good working order in compliance with the manufacture specifications. If neither repair nor replacement are reasonably available to BellSouth, then BellSouth may elect instead to return the price paid to BellSouth for the purchased Equipment, or the one time fee paid for the licensed Software which is in either case defective, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes. Warranty Service includes preventive maintenance based upon the specific needs of individual items of Equipment and unscheduled, on-call remedial maintenance during warranty coverage. Replacement or additional parts and Equipment may be either new or reconditioned and equivalent to new in performance. The replaced items become the property of BellSouth.

(b) Response Times for Full Warranty Service: BellSouth will use reasonable efforts to respond to Customer's request for Warranty Service for a Major Failure within two (2) hours, twenty-four (24) hours a day, seven (7) days a week, from the time BellSouth first receives Customer's request. With respect to a Minor Failure, BellSouth will use reasonable efforts to respond to Customer's request for Warranty Service during BellSouth's regular working hours, Monday through Friday, excluding holidays observed by BellSouth, within eight (8) business hours from the time BellSouth first receives the Customer's request.

(c) Depot Warranty Service ("DWS"): BellSouth will replace defective Equipment on an exchange basis. Customer agrees to return defective Equipment to BellSouth for depot service within three (3) days after receipt of replacement Equipment from BellSouth. If BellSouth has not received such defective Equipment within ten (10) days, Customer agrees to pay for the replacement items.

9.8 Installation of Equipment - (a) If ordered by Customer and agreed by BellSouth, BellSouth will provide Installation Services to install the Equipment. Customer agrees to provide, in a timely manner, Customer design information and a suitable installation environment as stated in any applicable BellSouth installation manual, or as otherwise specified by the manufacturer or BellSouth. BellSouth will make reasonable efforts to meet the date for installation set forth on the Order, and will notify Customer as soon as practicable of any delay. Customer agrees to notify BellSouth as soon as practicable if Customer requires postponement of any installation. If Customer or Equipment specifications require non-standard wiring or other work, Customer will incur additional installation charges. Each item of Equipment purchased under this Agreement will be installed as specified by BellSouth and the Equipment manufacturer. If the Equipment is not to be installed by BellSouth, Customer warrants that all Equipment is to be installed by Customer's manufacturer certified employees at its premises and is not for resale.

(b) If the Implementation of any Order is delayed, by no fault of BellSouth, for one hundred eighty (180) days or more from the acceptance of the Order by BellSouth or ninety (90) days from the original agreed implementation date, BellSouth will have the following options: (i) revise the price to reflect then current BellSouth pricing, (ii) require payment for Equipment delivered and Services performed to that time, or (iii) cancel the Order and collect reasonable termination charges (manufacturer's restocking charges and other out of pocket costs, non-recoverable materials and labor expended, plus lost margin).

9.9 Maintenance Service for Equipment - (a) If ordered by Customer and agreed by BellSouth, Maintenance Service coverage for Data Equipment commences at Implementation and Maintenance Service for voice Equipment commences on expiration of warranty. The coverage hours for Maintenance Service will be as listed in Section 9.7(b) above, or as agreed in the Order. Unless included in the Order, Customer will provide an analog modem at each site for remote diagnostics and/or repair and a dedicated analog telephone line within fifteen feet of the Equipment. Maintenance may be provided via repair, replacement, or upgrade of defective Equipment at BellSouth's option. If on-site manufacturer service is required, it will be provided at BellSouth's then current commercial rates. For all Equipment to be maintained by BellSouth, Customer represents it has paid the appropriate manufacturer license fee, and will reimburse BellSouth for any unpaid license fee if payment is demanded by the manufacturer.

(b) Except for Data Equipment Maintenance Service or as specified in the Order, the terms and conditions of Sections 9.7(a) and 9.7(b) shall apply to Full Maintenance Service ("FMS"), and those of 9.7(c) for Depot Maintenance Service ("DMS"). If equipment is not under BellSouth Warranty or Maintenance Service at the time Maintenance Service is ordered hereunder, or if additional items are added by Customer or a third party, BellSouth will inspect the equipment and perform any necessary repairs at BellSouth's then current rates for mileage, labor, and materials.

(c) Maintenance Service charges will be set forth in the applicable Order. Unless otherwise set forth in the Order, the Total Maintenance Charge is an annual charge payable in monthly installments. If at any time additional Equipment is added to the original Equipment, a new pro-rated charge, computed at BellSouth's then current rates, will be added to the Total Maintenance Charge to reflect the additional Equipment being serviced. For multi-year Orders, the rates used to calculate the Maintenance Service Charge may be increased annually during the Term of Maintenance Service by a percentage no greater than the percentage increase in the Consumer Price Index over the previous year. BellSouth may adjust the monthly maintenance charge if the Equipment is moved to a different location. Customer's payment is due upon receipt of BellSouth's invoice(s).

(d) For key system maintenance only, there is a minimum charge for seven stations at the agreed rate, even if the key system in question contains fewer than seven stations.

9.10 Term of Maintenance Service for Equipment - (a) The term of the Maintenance Service, if Ordered, shall begin on either (i) the day following the last day of the warranty period for the applicable Order, or (ii) for Equipment not covered by Warranty or Maintenance Service at the time Maintenance Service is Ordered, the day following the completion of the necessary repairs as described in Section 9.9(b) above.

(b) THE INITIAL TERM FOR MAINTENANCE SERVICE SHALL BE ONE (1) YEAR UNLESS OTHERWISE STATED ON THE ORDER. THE INITIAL TERM SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TERMS OF ONE (1) YEAR EACH AT BELL SOUTH'S THEN CURRENT RATES. EITHER PARTY MAY ELECT NOT TO RENEW MAINTENANCE SERVICE BY GIVING THE OTHER PARTY WRITTEN NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM.

9.11 Additional Equipment Services - (a) Equipment Drop Ship - For drop ship Orders, BellSouth will ship Equipment to the Customer's specified and agreed location(s). BellSouth provides no assessment, systems design, staging, implementation, installation or project management for drop ship Equipment.

(b) Assessment - If Assessment is listed in an Order, BellSouth will work with Customer's representative(s) in evaluating Customer requirements for Equipment and Services, and render an evaluation report, delineating those requirements.

(c) Systems Design - If Systems Design is listed in an Order, BellSouth will work with local exchange and interexchange carriers chosen by Customer in designing the necessary customer premise equipment elements (the "System Design") to provide communications between the locations specified by Customer.

(d) Configuration, Staging and Implementation - If Configuration, Staging and Implementation are listed in an Order BellSouth will assemble, configure and test the Equipment. BellSouth's technical staff adheres to the original equipment manufacturer's (OEM) recommendations for configuration and installation. The Equipment will be delivered to the specified Customer location(s) and installed. BellSouth will also test each system, according to procedures/methods listed in the Order. BellSouth will provide to Customer the written results of all testing conducted by BellSouth. Upon successful completion of testing, BellSouth will notify Customer in writing and the Equipment and Services will be deemed accepted. Additional testing outside that listed in the Order or at Customer's convenience or request will be performed at BellSouth's option and at BellSouth's then-current rates.

(e) Project Management - If Project Management is listed in an Order, BellSouth will assign a qualified Project Manager to provide a single point of contact and coordinate all activities to be delivered under the terms of that Order. BellSouth may replace the BellSouth Project Manager at any time by written notice to Customer.

(f) Network Monitoring Services - Performance Advisor Plus - If Network Monitoring is listed in an Order, BellSouth will provide Customer: (i) Fault Monitoring with IP Ping and MIB polling; (ii) Monthly fault and performance reporting; (iii) Multi-Vendor trouble isolation/coordination; and (iv) Proactive performance monitoring. Customer will provide: (i) Network diagram and applicable circuit ID's; (ii) Addressing and naming conventions; (iii) SNMP and T1 read/write access; (iv) Analog modems at each site for remote diagnostics and/or repair; (v) Dedicated analog telephone line, within fifteen feet of the installed router; (vi) Detailed contract information for all circuit and hardware maintenance providers, including emergency access and after-hours contacts; (vii) Letter of Agency naming BellSouth for the purpose of opening and tracking trouble tickets with respective suppliers; (viii) A 64K Frame Relay PVC with 16K CIR management link between Customer's host router and BellSouth's monitoring facility in Atlanta, Georgia; and (ix) Additional requirements as agreed in a Scope of Work.

9.12 Equipment Key System Electrical Damage Repair Service -

(a) WHERE AVAILABLE, AND IF ELECTED BY CUSTOMER, CUSTOMER AGREES TO PAY A PER STATION RATE IN ADDITION TO NORMAL MAINTENANCE RATES DURING THE WARRANTY AND MAINTENANCE PERIODS, AND BELL SOUTH WILL EXTEND MAINTENANCE TO COVER REPAIR OR REPLACEMENT OF ALL BELL SOUTH PROVIDED KEY SYSTEM AND KEY SYSTEM RELATED EQUIPMENT COVERED HEREUNDER WHICH IS DAMAGED BY A LIGHTNING STRIKE OR ELECTRICAL POWER SURGE. THIS SERVICE WILL BE AUTOMATICALLY RENEWED AT THEN CURRENT RATES AS LONG AS A VALID MAINTENANCE ORDER IS IN EFFECT. THIS SERVICE IS ONLY AVAILABLE WITH WARRANTY OR MAINTENANCE SERVICE AND CANNOT BE PURCHASED SEPARATELY.

(b) In all situations involving damage to BellSouth provided key system or key system related Equipment due to lightning or power surges, provided the Electrical Damage Repair Service has been invoked, BellSouth's SOLE AND EXCLUSIVE LIABILITY will be repair or replacement of the damaged Equipment with BellSouth provided Equipment. In no event will the costs exceed the current market value of the damaged key system and key system related Equipment provided by BellSouth.

9.13 Warranty and Maintenance Service Exclusions for Equipment - BellSouth shall respond to any service call requested by Customer, however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, failure of Customer to maintain a proper operating environment, or repair, relocation or alteration of the Equipment by anyone other than BellSouth or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by BellSouth shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at BellSouth's then current rates.

9.14 Software License - (a) Software suppliers license Software on a nonexclusive basis to BellSouth, and BellSouth also develops Software or has Software developed for it by third parties. All such Software is and will remain the property of BellSouth or its third party suppliers. BellSouth, with respect to BellSouth developed Software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the Software, subject to the following terms and conditions:

(b) Customer shall (i) use the Software only in conjunction with the particular Equipment for which the Software was initially furnished; (ii) use the Software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the Software into human readable form, nor reproduce the Software except for archival purposes; (iv) return the Software, together with all copies thereof, or with BellSouth's consent, destroy (or erase, if recorded on an erasable storage medium) the Software when no longer needed or permitted for use with the Equipment for which the Software was furnished; and (v) keep in confidence all information relating to Software and treat such information as the exclusive property and trade secret of BellSouth or such suppliers.

(c) Notwithstanding the above, Customer may disclose the Software to other persons solely for the purpose of installing, operating or maintaining the particular Equipment for which the Software was furnished, provided such other persons agree in writing to the same conditions respecting use and confidentiality contained in this Section 9.14.

(d) In addition to the above, where BellSouth's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.

10. Limitation and Disclaimer of Warranties - EXCEPT AS PROVIDED IN SECTION 9, NEITHER BELL SOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

11. Remedies and Damages Limitations - The following limitations of liability represent a material inducement to the Parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by BellSouth, they would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows:

11.1 BellSouth shall not be responsible for any use of the Services or Equipment by Customer, its authorized users, or any third party. Without limiting the generality of the foregoing, BellSouth shall not be liable to Customer or any of Customer's users for any lost profits or other consequential damages, even if BellSouth has been advised of the possibility of such damages; any claim or other action against Customer by any third party (except as set forth in the section below on infringement); any act or omission of any other entity furnishing products and services that are used by Customer in connection with the Services or Equipment or for failure of any products or services provided by Customer; or any damages or losses caused by the fault or negligence of Customer or Customer's failure to perform Customer's responsibilities.

11.2 NEITHER BELL SOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LOST PROFITS, LOSS OF USE, OR TOLL FRAUD SUFFERED BY THE CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THIS AGREEMENT OR BELL SOUTH'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT BELL SOUTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE OR EQUIPMENT. CUSTOMER AGREES THAT CUSTOMER WILL NOT IN ANY WAY HOLD BELL SOUTH RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, THIRD PARTIES, EXCEPT FOR ITS SUBCONTRACTORS IN CONNECTION WITH THE SERVICE OR EQUIPMENT.

11.3 In the event that a court should hold that the limitations of liabilities or remedies available as set forth in these Terms, or any portions thereof, are unenforceable for any reason, or that any of Customer's remedies under these Terms fail of their essential purpose, Customer expressly agrees that under no circumstances shall BellSouth's total liability to Customer or any party claiming by, through or under Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Services or Equipment during the twelve-month period preceding the date such claim first arose.

11.4 Customer's sole remedy for any failure or non-performance of the Services (including any associated Equipment, Software or other materials supplied in connection with the Services) shall be (a) for BellSouth to use commercially reasonable efforts to effectuate an adjustment or repair of the Services or Equipment and, in the event such failure or non-performance results in Service or Equipment downtime that exceeds the period of time specified in the applicable service level agreement portion (if any) of any applicable Order or Service Description, to receive a refund or credit of or against any charges otherwise payable for the Services or Equipment for the period of service downtime as provided for in the applicable service level agreement portion (if any) of any applicable Order or Service Description, or (b) if such failure or non-performance results in Service or Equipment downtime or degradation so substantial as to render the Service essentially unavailable to or unusable by Customer for normal use, to terminate the Services or Equipment for default by BellSouth in the manner provided in these terms. Unless specified to the contrary in any applicable service level agreement portion of any applicable Order or Service Description, the maximum credit for service downtime or other failure shall not exceed the total monthly bill to the Customer for the Services or Equipment for the month in which such downtime or failure occurs.

12. Termination and Default -

12.1 BellSouth may, at its sole discretion, terminate any Customer Order and discontinue Customer's access to and use of the Services, if (a) Customer fails to pay any amount within 10 days after written notice that the same is delinquent; or (b) Customer breaches any of the material terms, conditions, obligations, or representations contained in these Terms, except for applicable Acceptable Use Policies, and does not cure such breach

within thirty (30) days of notice of such breach; or (c) Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due, or (d) Customer's equipment or use of the Services interferes with the Services or any other user. Although BellSouth reserves the right to immediately suspend or terminate Service in the event of repeated or flagrant violations of its Acceptable Use Policy, incorporated herein by reference, BellSouth's preferred course of action under this Section 12.1(d), is to allow Customer an opportunity to cease such interference before Service termination occurs. In addition, if BellSouth reasonably determines that the continuation of the Services has become impractical or unfeasible for any technical, legal, or regulatory reason, BellSouth may terminate the Services with at least thirty (30) days prior notice if reasonably practical.

12.2 If Customer has elected a minimum term for the Services and then cancels its Services or any portion thereof, or has its Services or any portion thereof terminated as provided above, prior to the expiration of such minimum term, Customer shall be obligated to pay BellSouth a termination charge equal to the amount (if any) specified in the applicable Order; otherwise the termination charge shall be equal to 100% of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the scheduled minimum term if such cancellation had not occurred. Such termination charge shall be paid to BellSouth within thirty (30) days after such cancellation by Customer.

12.3 If BellSouth breaches any of these material Terms and fails to cure such breach within thirty (30) days after written notice of such breach, Customer may (as its sole remedy except for any credits that may be payable for downtime as provided elsewhere herein) terminate its the affected Services by written notice to BellSouth, without obligation for any early termination charges otherwise payable hereunder.

13. **Force Majeure** - BellSouth shall not be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any network provider or any other occurrence commonly known as force majeure, including weather, war, riots, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing that prevent or hinder the delivery of the Services. BellSouth may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event BellSouth shall have no liability to Customer.

14. **Notices** - All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided herein will be deemed given (a) upon delivery, if delivered personally or by courier service, (b) when confirmed, if delivered by facsimile, and (c) on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail, if delivered by mail in the manner described above. Either Party may change its address or respective contact for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

BellSouth

BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

Monroe County
1200 Truman Avenue
Key West, FL 33040

15. Confidential Information -

15.1 Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and Equipment, and (c) this Agreement and the Parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient Party without the prior written consent of the disclosing Party; provided, however, that each Party may disclose this Agreement and any disclosing Party's Confidential Information to those who are employed or engaged by the recipient Party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient Party notifies such persons of the obligations set forth in this Section and such persons agree to abide by such obligations.

15.2 The obligations set forth in subsection 15.1 above will not prevent any Party from disclosing information that belongs to such Party or (a) is already known by the recipient Party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing Party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior notice of such requirement and coordinates with the disclosing Party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or Order, all documented Confidential Information (and all copies thereof) owned by the requesting Party (if previously received by the terminating Party) will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party. The provisions of this Section will survive the expiration or termination of any Order, Attachment and this Agreement for any reason.

15.3 Confidential Information will not include any feedback, data, answers, questions, comments, suggestions, ideas or the like, that Customer sends to any BellSouth Company or to BBS relating to the Services or Equipment, unless Customer identifies it as Confidential Information. BellSouth and BBS assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. BellSouth and BBS will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed by them, for any purpose whatsoever including but not limited to developing, manufacturing and marketing Services and

Equipment incorporating such information. Nothing contained in this Section restricts the right and ability of BBS and BellSouth to use information concerning the execution of this Agreement and the provision of the Services and Equipment to Customer in internal publications.

15.4 Notwithstanding the foregoing, the County and BellSouth shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and BellSouth in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by BellSouth.

16. Trade Name, Trademarks and Service Marks, Patents and Copyrights -

16.1 Neither Party is authorized to and will not use any name or mark of the other Party in any advertising, publicity or in any other commercial manner without the prior written consent of the other Party.

16.2 Customer may use, copy and distribute the materials relating to the Services for internal, noncommercial, informational purposes only. Except as authorized in this paragraph, Customer is not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. BellSouth, its affiliates and/or any third party owner of such rights retain all such rights. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. Upon the termination of the Services to Customer, Customer shall return all copies of the documentation to BellSouth or certify destruction of such documentation.

16.3 All trademark, product and service marks contained on or associated with the Services and Equipment that are not BellSouth Company marks are the trademarks of their respective owners. References to any names, marks, products, services or equipment of third parties do not necessarily constitute or imply BBS's or BellSouth's endorsement, sponsorship or recommendation of the third party, information, product or service.

16.4 Neither Party will make any media release or other public announcement relating or referring to the Agreement without the prior written consent of the other Party.

17. Indemnity -

17.1 If any Equipment, Services or Software furnished under this Agreement (other than Equipment or Software provided "As Is") infringes any United States patent, trademark, copyright, or trade secret and a claim or suit is brought against Customer on that account, BellSouth agrees to defend or settle any such claim or suit at BellSouth's expense. BellSouth will also pay all damages and costs that by final judgment are assessed against Customer due to such infringement.

17.2 BellSouth's obligation as set forth in this Section is expressly conditioned upon the following: (a) that BellSouth shall be notified promptly in writing by Customer of any claim or suit of which Customer is aware; (b) that BellSouth shall have sole control of the defense or settlement of any claim or suit; (c) that Customer shall cooperate with BellSouth in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from Customer modifications, or from combinations of Equipment, Software or Services provided by BellSouth with equipment, software or services provided by Customer or others, or from Customer's use of Equipment, Software or Services other than in accordance with the applicable manufacturer's specifications.

17.3 If any Equipment, Software or Services becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, BellSouth will, at its option: (a) procure for Customer the right to continue using the applicable Equipment, Software or Services; (b) replace the Equipment, Software or Services with a non-infringing Equipment, Software or Services substantially complying with the specifications of the Equipment, Software or Services; or (c) modify such Equipment, Software or Services so it becomes non-infringing and performs in a substantially similar manner to the original Equipment, Software or Services.

17.4 If options 17.3(a), (b) or (c) above are not reasonably available to BellSouth, then BellSouth may elect instead to return the price paid for the purchased Equipment, the one time fee paid for the licensed Software, or any amounts prepaid by Customer for the affected Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.

17.5 Customer will indemnify and save BellSouth harmless from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services or Equipment, of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services or Equipment.

18. Disputes -

18.1 County and BellSouth agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the Parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the Parties, then any Party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

18.2 The County and BellSouth agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

18.3 In the event any administrative or legal proceeding is instituted against either Party relating to the formation, execution, performance, or breach of this Agreement, County and BellSouth agree to participate, to the extent reasonably required by the other Party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the Services under this Agreement.

County and BellSouth specifically agree that no Party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

18.4 The County and BellSouth agree that in the event any cause of action or administrative proceeding is initiated or defended by any Party relative to the enforcement or interpretation of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and court costs as an award against the non-prevailing Party, and shall include reasonable attorney fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

19. General.

19.1 Except as set forth herein, neither Customer nor BellSouth may assign or transfer any of its rights, duties, or obligations with respect to the Services without the other Party's written consent, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without the written consent of the relevant Party shall be void. Notwithstanding the foregoing, BellSouth may assign, delegate or otherwise transfer its rights or obligations hereunder, in whole or in part, at any time to any entity owned in whole or in part by BellSouth Corporation or by one or more of its direct or indirect subsidiaries, or subcontract the performance of any of its obligations under this Agreement.

19.2 No action, regardless of form, arising out of the Agreement may be brought by either party more than one year after the cause of action has arisen.

19.3 These terms and the Services and Equipment shall be governed by the laws of the State of Florida applicable to contracts made and to be performed in the state, without regard to its conflicts of laws provisions. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and BellSouth agree that to the extent allowed by law, venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

19.4 If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and BellSouth agree to negotiate in good faith in an effort to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.5 No failure on the part of either Party to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party preclude any right or remedy otherwise available to such Party.

19.6 The headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

19.7 The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and BellSouth and their respective legal representatives, successors, and assigns. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and BellSouth agree that neither the County nor BellSouth or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

19.8 BellSouth shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each Party to this Agreement or their authorized representatives shall have reasonable and timely access to the billing records of each other Party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. Should an audit exception identify an overpayment, County and BellSouth agree that the amount of payment shall be repaid or credited to County's account.

19.9 County and BellSouth covenant that neither presently has any interest that would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

19.10 BellSouth agrees to execute such documents as the County may reasonably require, and which are applicable to BellSouth, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

19.11 No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

20. Non-Discrimination - County and BellSouth agree that there will be no unlawful discrimination against any person in the performance of this Agreement, and it is expressly understood that upon a determination by a court of competent jurisdiction that such unlawful discrimination has occurred, the County may terminate the affected Services effective the date of the court order. County or BellSouth agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of

1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 6) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 7) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; and 8) Any other nondiscrimination provisions in any Federal or state statutes which apply to the Parties to, or the subject matter of, this Agreement.

21. Code of Ethics - County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

22. No Solicitation/Payment - The County and BellSouth warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, BellSouth agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals. This Agreement is not binding upon BellSouth until executed by an authorized employee, partner, or agent of Customer and BellSouth. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement.

CUSTOMER: Monroe County

By: _____
(Signature)

By: _____
(Printed Name and Title)

Date: _____

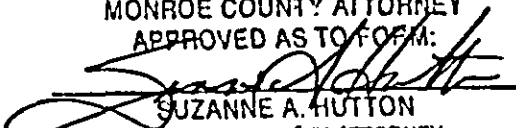
BELLSOUTH COMPANIES
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: _____
(Signature)

By: _____
(Printed Name and Title)

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 6/11/01

**BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

Monroe County

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Monroe County ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of Regulated Services from BST. This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to regulated BellSouth Services.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Services will apply unless and except to the extent this Agreement contain express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state.

2. Order Attachment(s). Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment") at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Regulated Services included in all Order Attachments.

3. Cancellation.

If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment at any time prior to the expiration of the service period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BellSouth and Customer as set forth in the Order Attachment(s).

4.2. Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

5.1. The Service Period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2. At the expiration of the Service Period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff. If Customer does not elect an additional service period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS.

6. Definitions. As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.

6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period prior to the application of any Reward.

6.3 "Contract Year" - the twelve (12)-month period during the term of this Agreement beginning on the first day of the month in which both Parties have signed this Agreement ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage reduction, exclusive of taxes and fees, that is applied to the monthly billed revenue for the BST Regulated Services that are Reward Eligible and for which billing has occurred or will occur during the current billing period.

6.5 "Reward Eligible Services" - all BST local and intraLATA services purchased by Customer that are appropriate for a percentage reduction of the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.

6.6 "Expiration Date" - the date on which the term of this Agreement expires.

6.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is 5 Contract Years.

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$1,452,528.00. The Annual Revenue Commitment represents one hundred percent (100%) of Customer's Baseline billing.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-reward billed dollars.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as one hundred percent (100%) of the Baseline billing for the Contract Year.

7.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

8. Reward Level

8.1 BST will apply a Reward that is a percentage reduction of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on the first day of the month in which this Agreement was signed by both Parties.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

9. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$30,000.00, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

10. Annual Revenue Commitment and Reward Level. The Customer's initial Annual Revenue Commitment and Reward requirements are set forth in Appendix 1. The Annual Revenue Commitment and Reward Level for future contract years will be mutually agreed to in writing.

11. Commitment Shortfall. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, and 16, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall").

12. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years.

V&T Eligible Services included in this Agreement as the result of an acquisition will be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

15. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service.

16. Tariff Changes. If during the term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

17. Annual True-Up.

17.1 Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline billing for the following year in accordance with Section 6.2. During the Annual True-Up, BST can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.

17.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

18. Taxes. Applicable taxes and fees will be based on full tariffed prices for all BST Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.

19. Termination Liability.

19.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards received for the life of this Agreement or for the previous 12 months, whichever is less and

(b) The prorated portion of the Agreement implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$22,614.00 times the

(Contract Months Remaining divided by the Total Contract Months).

19.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

20. Miscellaneous Provisions

20.1 Offer Expiration. This offer shall expire on July 11, 2004.

20.2 This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its choice of law provisions.

20.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth

BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

Monroe County
1200 Truman Avenue
Key West, FL 33040

20.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

20.5 Each party agrees to submit to the other party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's written approval.

20.6 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BST. Such consent shall not be unreasonably withheld.

20.7 Extension of Term. The term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals. This Agreement is not binding upon BellSouth until executed by an authorized employee, partner, or agent of Customer and BellSouth. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement.

CUSTOMER: Monroe County

By: _____
(Signature)

By: _____
(Printed Name and Title)

Date: _____

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

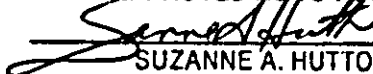
By: _____
(Signature)

By: _____
(Printed Name and Title)

Date: _____

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:


SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date: 6/01/04

Appendix 1 to Regulated Services Agreement

1. Customer: Monroe County
2. Term: 60 months

Volume and Term Provisions

- | | | |
|----|--------------------------------|-----------------------------------|
| A. | Annual Revenue Commitment: | \$1,452,528.00 |
| B. | Baseline (First Year): | \$1,452,528.00 |
| C. | Reward Level | % |
| | A | 11.0% |
| D. | Growth Percentage | 5.00% |
| E. | Annual Growth Incentive Award: | 10.0% (not to exceed \$30,000.00) |
| F. | Reward Eligible Services | |

A	CUSTOM CALLING
A	DID
A	FLAT RATE BUSINESS
A	MSG/MEAS RATE BUS
A	OFF PREM EXT (OPX)
A	WATCHALERT
A	ANALOG DATA SERVICE
A	ALARM & CONTROL CKT
A	VOICE GD NON-DATA
A	DIR. WHITE PAGE SVCS
A	REMOTE CALL FWD
A	FLAT RATE PBX TRUNKS/NARS
A	NON LIST/NON PUBLISHED SVCS
A	BUS PLUS/BUS CHOICE
A	MEGALINK CHANNEL
A	MESSAGING CNS FEATURES
A	NARs - MegaLink Channel Service
A	TOUCHSTAR